

Karen L. Willis, J.D.
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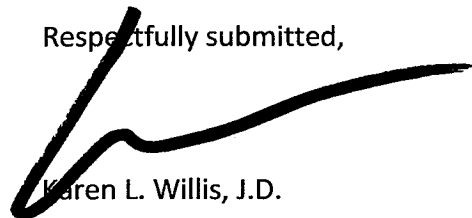
February 12, 2018

DOCKETING OF DECEMBER 7, 2017 MOTION TO INTERVENE, TRO AND MOTION TO VACATE

Per the request of Hon. Judge Cathy Siebel, the following papers dated December 7, 2017, is hereby docketed:

- *Memorandum of Law to Vacate or Modify;
- *OSC to Permit Intervention or Modify TRO;
- *Declaration of Brian Caplan;
- *Declaration of Karen Willis;
- *Declaration of Sal Michaels

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'Karen L. Willis', written over the typed name.

Karen L. Willis, J.D.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CAN'T STOP PRODUCTIONS, INC.,

Plaintiff,

-against-

Civil Action No.
17-cv-06513-CS

SIXUVUS, LTD., ERIC ANZALONE,
ALEXANDER BRILEY, FELIPE ROSE, JAMES
F. NEWMAN, RAYMOND SIMPSON, and
WILLIAM WHITEFIELD,

**DECLARATION OF
KAREN WILLIS**

Defendants.
-----X

Pursuant to 28 U.S.C. 1746, Karen Willis, under penalty of perjury, swears to the truth of the following statements:

1. I, Karen Willis, doing business as Harlem West Entertainment, am the proposed intervenor in this action ("Intervenor") and make this declaration in support of Intervenor's motion to intervene in the instant action and to immediately vacate and/or modify the temporary restraining order entered in this action on December 1, 2017 (the "TRO"). I have personal knowledge of the facts and circumstances set forth herein.

2. As detailed below, in May 2017, I entered into an exclusive license to use the trademark "Village People" for concert touring purposes, which license was to be effective as of December 1, 2017, at the latest.

3. Based upon my reading of the counterclaims in this action and the TRO entered on December 1, I believe that I am an indispensable party to the instant action. Moreover, the injunctive relief granted to the defendants herein has caused, and will continue to cause, confusion in the marketplace by authorizing the defendants to tour as

"Sixxvuv presents the Legendary Village People," while the band that I have assembled tours as the "Village People."

4. I am married to Victor Willis, the original lead singer and co-founder of the iconic 1970's disco group the "Village People," and a co-writer of all of the group's biggest hits.

History of the Village People

5. The Village People's rise to fame began in 1977 when my husband became the lead singer for the group.

6. The Village People is responsible for the hit songs "Y.M.C.A.," "Macho Man," "In The Navy," "Go West," and numerous others chart-toppers, all of which were recorded by my husband and released while my husband was still in the group and the group's lead singer.

7. Village People's eponymous first album, "Village People," was recorded solely by Victor Willis prior to any other members joining the group.

8. Village People's subsequent albums were similarly only recorded by Victor Willis, with none of the other members' performances appearing on the recordings.

9. The original members of the Village People were Victor Willis, Dave Forrest, Mark Mussler, Lee Mouton, Felipe Rose, Alexander Briley, and Peter Whitehead.

10. Ultimately, the group became six people: Victor Willis along with Randy Jones, David Hodo, Glenn Hughes, Felipe Rose and Alexander Briley. Randy Jones

replaced Dave Forrest, David Hodo replaced Mark Mussler, and Glenn Hughes replaced Lee Mouton.

11. The group was comprised of six men, each playing a character, i.e., a cop, a native American chief, a construction worker, etc.

12. Plaintiff Can't Stop Productions, Inc. ("Plaintiff") is the owner of the incontestable federally registered trademarks "Village People," the group's characters and trade dress (the "Trademarks").

History of Sixuvus Using the "Village People" Trademarks for Touring

13. Two of the original Village People members, Felipe Rose ("Rose") and Alexander Briley, along with four other men, (the individual named defendants herein) are members of a group created by Defendant Sixuvus, Ltd. ("Sixuvus") (individual defendants and Sixuvus are sometimes hereinafter collectively referred to as "Defendants"), which has in the past, pursuant to an oral license agreement with Plaintiff, staged live performances of Village People's hit songs while dressed as the Village People characters.

14. Sixuvus, despite only having two of the original seven members of the Village People and despite the fact that neither of those two men recorded any of the songs that Sixuvus performs, has held itself, and continues to hold itself, out to the public and to audiences as the Village People, the group responsible for the celebrated 1970s records.

15. However, the Sixuvus version of the Village People is plainly not the "legendary" or actual Village People responsible for the group's iconic hits or recorded

music; the legendary Village People is, in fact, the original Village People group featuring Victor Willis, who recorded all of the group's hits.

16. Sixuvus is merely a group which had been authorized by Plaintiff to perform live using the federally registered Trademarks.

Plaintiff Grants Exclusive Trademark License to Intervenor

17. By agreement dated May 19, 2017, Plaintiff granted an exclusive worldwide license to Intervenor to use the Trademarks in connection with live performances and related promotional appearances (the "Exclusive License"). See Exhibit 1.

18. At the time the Exclusive License was granted, it was specifically envisioned that Plaintiff would permit Defendants to complete their prior booked tour engagements through the end of November 2017.

19. Accordingly, paragraph 1 of the Exclusive License provides:

On June 1, 2017, Licensor will terminate the Sixuvus License, effective immediately. Licensor will not authorize Sixuvus to do any further performances unless and until it obtains general releases running from Sixuvus to Licensor and Licensee. Licensor will have six (6) months (through December 1, 2017) to negotiate with Sixuvus a resolution of any claims related to the termination. Licensor will use its best efforts to obtain general releases running from Sixuvus to Licensor and Licensee. Under no circumstances will Sixuvus have the right to use the Trademarks beyond December 1, 2017.

Plaintiff Terminates Sixuvus' Oral Trademark License With a Constructive Six-Month Notice Period

20. As specifically recited in the second "Whereas" clause of the Exclusive License, Plaintiff had previously granted Sixuvus an oral license to use the Trademarks in connection with live performances of the Village People's hits.

21. I understand that Plaintiff terminated such oral trademark license to Sixuvus on or about May 30, 2017, effective June 1, 2017. See Exhibit 8 to Declaration of Raymond Simpson dated November 30, 2017.

22. I am informed that, although the effective date of termination was June 1, 2017, Plaintiff agreed not to enforce the termination immediately in order to permit Sixuvus to perform all of the shows it had already booked as of the date of termination, i.e., through November 30, 2017. I disagreed with Plaintiff's decision to give Sixuvus six months to complete their prior booked tour dates, but Plaintiff insisted on it. In so doing, Sixuvus was given beneficial use of the Trademarks for six months, effectively creating a constructive six-month notice period.

23. Defendants herein strategically did not seek immediate injunctive relief from this Court upon its receipt of notice terminating the subject oral license or even after Plaintiff filed its complaint on August 25, 2017, but instead waited out the six month reprieve given to them by Plaintiff until they had completed all of their scheduled tour dates to seek affirmative relief.

Intervenor Relies on Exclusive License to Book Performances

24. In reliance upon the Exclusive License, I assembled a group of performers to perform as the "Village People," starring the original lead singer of the group, Victor Willis.

25. In further reliance upon the Exclusive License, I hired Pyramid Entertainment Group to book live shows for the group using the trademark "Village People."

26. Although there were three promotional television appearances by my group in mid-2017, in recognition of Plaintiff's decision to allow Sixuvus to finish their previously booked shows, I purposely did not book any live concert performances for my group until after December 1, 2017.

27. Consistent with the Exclusive License and my understanding that the booked Sixuvus tour dates lasted through the latter part of November 2017, I did not seek to book any "Village People" performances with Victor Willis until the end of November.

28. The Village People, with its original lead singer, Victor Willis, have embarked on a ten-day tour in Australia (the "Australia Tour") with their first show in Perth on December 7, 2017.

29. There are numerous live performances currently booked for the Village People, featuring original lead singer Victor Willis, through July 2018, and other dates are being considered.

Sixuvus' Interference and Obstruction with Intervenor's Rights

30. Despite Intervenor's exclusive license to use the subject Trademarks and to use the "Village People" trademark for live performance purposes, and Sixuvus' knowledge of the existence of that license, see ¶37 of Defendants' Answer and Counterclaims, Sixuvus and its individual members have interfered with Intervenor's rights in a myriad of ways, some of which are described below.

31. Defendants have failed and refused to return control of the Official Village People's social media accounts to Plaintiff, despite due request therefor, and instead have used, and continue to use, the Official Village People's social media outlets to undermine

Intervenor's exclusive rights to use the Trademarks for live performances and to amplify confusion among the public as to who is the "real" Village People.

32. On August 9, 2017, Felipe Rose posted on Facebook that the Australia Tour was "not likely to happen, since me and my boys [Sixuvus] are NOT part of that tour...Good luck selling that in my second home land #Australia...& on a front porch! #NPlease¹ #REALFELIPEROSE #RealVillagePeople #VILLAGESTRONG." See **Exhibit 2**.

33. On August 10, 2017, Sixuvus posted a video on the "Official Village People" Facebook and Twitter pages that they, the "Official Village People" are "not the ones performing at the shows currently being advertised for Australia in December 2017," imploring fans not to attend the shows. See **Exhibit 3**. See also **Exhibit 4**, "Official Village People" Facebook post from today, December 7, 2017 stating: "To our dear and loyal fans, let us reiterate that Alex, Felipe, Ray, Eric, Bill and Jim are not the group performing as Village People in Australia. We still look and sound great. Please don't judge us by what you are now seeing and reading. We are sorry if anyone has been deceived."

34. Sixuvus also directed "Official Village People"'s social media followers to contact tour promoters for the Australia Tour to tell them that Intervenor's group was "fake" and to demand refunds for tickets.

35. These attacks directly interfered with Intervenor's ability to promote the Australia Tour and damaged Intervenor's group's reputation in Australia.

¹ "NPlease" is a racial slur offensive to African-Americans.

36. Friends of the members of Sixuvus commented and responded to these posts, attacking Victor Willis and Intervenor's group, in some cases threatening bodily harm to Victor. See Exhibit 5.

37. In response to one of the television promotional spots in September 2017, Defendants, through Official Village People's social media administrators (including, but not limited to, family members of Raymond Simpson – Leslie Simpson and Alayna Simpson – Raymond's wife and daughter, respectively) trolled Dick Clark Productions with Facebook and Twitter messages such as "hey, this is what the Village People look like" and posted a picture of the Sixuvus group.

38. The above-described campaign of interference not only disrupts Intervenor's enjoyment of the Trademarks, but it sows public confusion as to who the "real" Village People are.

The TRO Permits Sixuvus to Refer to Themselves as "Sixuvus Presents The Legendary Village People"

39. In the instant action, the Court has granted Sixuvus a temporary restraining order and authorization to perform and bill themselves as the "Sixuvus Presents The Legendary Village People," see December 1, 2017 TRO [Dkt. #37], which is arguably false on its face as Sixuvus only includes two of the original members of the Village People and the legendary Village People is, in fact, the original Village People featuring Victor Willis.

Intervenor is an Indispensable Party With Respect to the Counterclaims and TRO

40. The counterclaims and the relief sought and granted in the temporary restraining order directly impacts my rights in the Trademarks pursuant to the Exclusive License.

41. The crux of Defendants' counterclaims, while couched as claims against Plaintiff, is that Defendants have a superior right to use the Trademarks vis-à-vis Intervenor and should be able to continue making live performances as the Village People.

42. Defendants' claim that Plaintiff permitted Intervenor to interfere with their rights to perform as the Village People really goes to the issue of whether Intervenor has superior rights to use the Trademarks in the live performance context.

43. As such, I am an indispensable party in this action and should have been impleaded by Defendants.

44. Moreover, I should have been afforded the opportunity to appear at the TRO hearing to oppose the requested relief, which directly affects my rights under the Exclusive License.

45. I have read the TRO and believe that the TRO interferes with Intervenor's exclusive right to use the subject Trademarks in connection with live musical performances of the Village People's songs pursuant to the Exclusive License.

The TRO Should be Vacated and or Modified

46. Given the foregoing, I am an indispensable party that was improperly omitted from Defendants' counterclaims, and Defendants thus have no likelihood of success on the merits. For this reason alone, the TRO should be vacated, though below are additional bases for vacating and/or modifying the TRO.

47. The TRO essentially gives Sixxvus *de facto* permission to use the Trademarks exclusively licensed to Intervenor and relied upon by Intervenor in booking performances after December 1, 2017.

48. By granting Sixuvus the temporary right to use the name “Sixuvu Presents The Legendary Village People,” the TRO does nothing to dispel the confusion as to which group – Intervenor’s group or Sixuvus – is the “real” Village People.

49. To the contrary, Sixuvus’ post-TRO conduct has only further served to confuse the public as to who is authorized to use the Village People Trademarks.

50. In fact, emboldened by the TRO, Sixuvus posted on the “Official Village People” Facebook page on December 2 as follows: “We are The Legendary Village People. 2018 tour dates coming soon.#villagestrong.” See Exhibit 6.

51. This December 2 post is in blatant violation of the TRO since it does not refer to Sixuvus.

52. Sixuvus has also violated the TRO on other occasions [see Exhibit 7 (December 2, 2017 Tweet “We are THE LEGENDARY VILLAGE PEOPLE. 2018 Tour dates coming soon! #LegendaryVillagePeople #therealdeal”) and Exhibit 8 (December 3, 2017 posting on Sixuvus’ booking agent’s website about “The Legendary Village People” with no preceding wording)].

53. As recently as today, December 7, Sixuvus, through its booking agent and agent Red Entertainment Agency, sent an email blast to buyers worldwide identifying themselves as “The Legendary Village People,” with the phrase “Sixuvus Presents” glaringly absent. See Exhibit 9.

54. Moreover, following the TRO, Sixuvus is actively advertising that it will be touring next year in direct competition with Intervenor and soliciting buyers for 2018. See Exhibits 5, 6, 7, and 8.

55. Sixuvus' conduct and continuing use of the subject trademarks for live performances of the Village People's songs as well as the parameters of the existing TRO have already caused and will continue to cause irreparable harm to Intervenor's group as there is no apparent distinction between the use of the term the "Legendary Village People" and Intervenor's use of the trademark for the "Village People."

56. As demonstrated in Exhibits 3, 4, and 9, the competing use of the "Village People" trademarks by Defendants have caused obvious and actual confusion in the marketplace as to who is authorized to perform as the "Village People."

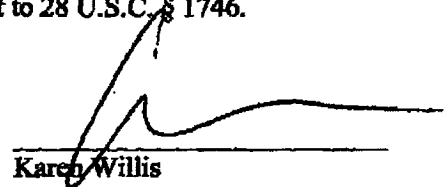
57. Moreover, Sixuvus' claim that it should be permitted to advertise itself as the "Legendary Village People" is misleading given that only two of the original members of the Village People are members of Sixuvus.

58. Defendants have no concerts booked for the next thirty (30) days as reflected on their Facebook page. Accordingly, a modification or the vacatur of the TRO should cause them no hardship in the interim period.

59. Given the foregoing, it is respectfully requested that (i) Intervenor should be permitted to intervene in this action as of right, or in the alternative, permissively; (ii) the TRO should either be vacated or be modified immediately to permit Defendants to state that Defendant Sixuvus "can perform as 'Sixuvus Presents Felipe Rose and Alexander Briley, former members of the legendary Village People, and Company,'" with "Sixuvus" at least double the font size of "Village People"; and (iii) Defendants, and their agents, including, but not limited to Red Entertainment Agency and Carlos Keyes, be temporarily restrained from using social media or other forms of communications to attack Intervenor's group known as "Village People" or Victor Willis, or to otherwise

interfere with or attempt to interfere with concert performances or dates that such group has been engaged to perform at.

Sworn to Under Penalty of Perjury Pursuant to 28 U.S.C. § 1746.



Karen Willis

Dated: December 7, 2017

206767

Exhibit 1

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is entered into as of May 19, 2017 (the "*Effective Date*") by and between Can't Stop Productions, Inc., a New York Corp. ("*Licensor*") and Karen Willis d/b/a Harlem West Entertainment ("*Licensee*").

Introduction

Whereas, Licensor is the owner of all trademark rights in "Village People" and the characters (the "*Trademarks*");

Whereas, Licensor has previously granted a non-exclusive oral, terminable-at-will, license to use the Trademarks to Sixuvus, Ltd. and the individual performers related thereto in connection with live performances (the "*Sixuvus License*");

Whereas, Licensor has not licensed any other person or entity to use the Trademarks for purposes of live performances; and,

Whereas, the parties hereto wish to describe the terms and conditions pursuant to which Licensor shall license to Licensee the Trademarks in connection with live performances, and television appearances and in all other media for the purpose of promoting live performances.

1. On June 1, 2017, Licensor will terminate the Sixuvus License, effective immediately. Licensor will not authorize Sixuvus to do any further performances unless and until it obtains general releases running from Sixuvus to Licensor and Licensee. Licensor will have six (6) months (through December 1, 2017) to negotiate with Sixuvus a resolution of any claims related to the termination. Licensor will use its best efforts to obtain general releases running from Sixuvus to Licensor and Licensee. Under no circumstances will Sixuvus have the right to use the Trademarks beyond December 1, 2017.

2. INTENTIONALLY OMITTED.

3. GRANT OF TRADEMARK LICENSE

2.1. Licensor grants to Licensee the exclusive world-wide right to use the Trademarks as provided hereunder for the purpose of live performances, and television appearances and in all other media for the purpose of promoting live performances, including, but not limited to merchandising, websites and social media. Such use includes, but is not limited to, the right to state "Village People, featuring Victor Willis" or similar uses.

2.2. Licensor shall retain the right of approval over the use of the Trademarks in connection with live performances, including, but not limited to, staging and dress of the characters, choice of songs, promotional and marketing material and content and design of the Websites (as defined below), all such approvals not to be unreasonably withheld.

2.3. VillagePeople.com and OfficialVillagePeople.com under Licensors contract related to Village People (the "Websites"). Licensors hereby grants to Licensee all necessary administrative rights to properly maintain and operate the Websites, subject to Licensors approval, which approval shall not be unreasonably withheld. Licensors will take all steps necessary to effect the grant of administrative rights and control of the Websites to Licensee for the duration of the term of this Agreement.

2.4. Licensee acknowledges and agrees that: (a) as between Licensee and Licensors, Licensors is the sole owner of the Licensed Marks; (b) except for the rights granted to Licensee pursuant to this Agreement, Licensee shall not acquire any rights in the Licensed Marks or any other right adverse to Licensors interest in the Licensed Marks by virtue of this Agreement or by virtue of Licensees use of the Licensed Marks; (c) nothing in this Agreement shall be deemed, intended or implied to constitute a sale or assignment of the Licensed Marks to Licensee; (d) Licensees use of the Licensed Marks under this Agreement and any goodwill derived from such use shall inure to the benefit of Licensors; (e) this Agreement does not confer on Licensee any goodwill or ownership interest in the Licensed Marks; (f) if Licensee acquires any rights in the Licensed Marks, by operation of law or otherwise, such rights shall be deemed and are hereby irrevocably assigned to Licensors without further action by any of the parties, and Licensee shall take all such actions as are reasonably requested by Licensors to effect such assignment; (g) Licensee shall not dispute, challenge or assist any Person in disputing or challenging Licensors rights in and to the Licensed Marks or the validity of the Licensed Marks; and (h) Licensee shall not grant or attempt to grant a security interest in, or otherwise encumber, the Licensed Marks or record any such security interest or encumbrance against any application or registration regarding the mark in the United States Patent and Trademark Office or elsewhere.

2.5. Social Media. Social media accounts will be administered and managed by a digital PR and marketing firm selected and paid for by Licensors and approved by Licensee, with such approval not to be unreasonably withheld.

4. LICENSE FEE

3.1. In consideration of the license, Licensee shall pay Licensors five percent (5%) of gross revenues actually received by Licensee for live performances (less booking agency commission) and ten percent (10%) of merchandising revenues actually received by Licensee (net of all actual direct costs incurred by Licensee) under the Trademarks during the term.

4.2. Licensee shall account to Licensors for all royalties due under paragraph 4.1 above on a semi-annual basis within forty-five days after June 30 and December 31 of each year during the term of this Agreement.

5. TERM

4.1. This Agreement commences on the Effective Date and will remain in force for 10 years.

4.2. Upon expiration, all licenses granted hereunder shall cease to be effective and Licensee shall immediately cease all use of the Trademarks, and administrative rights and control of the Websites will revert to Licensor.

6. **ASSIGNMENT.** Licensor shall have the right to assign its rights or obligations under this Agreement, or any part hereof, subject to Licensee's rights hereunder. Licensee shall not assign its rights or obligations under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Any purported assignment in violation of this provision shall be null and void *ab initio*.

7. **NOTICE**

5.1. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered mail, return receipt requested, (c) sent by overnight air courier for priority next-day delivery, or (d) by email, in each case forwarded to the appropriate address set forth below.

Licensor:

Can't Stop Productions, Inc.
880 Broadway
New York, New York 10003
Attention: Marguerite Decarlo
E-Mail: m.decarlo@cantstop-productions.com

Licensee:

Karen Willis
220 West G Street, Suite E
San Diego, California 92101
E-mail: karen@harlemwestentertainment.com

Either party may change its address for notice by written notice to the other party. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after posting, one day after delivery to an overnight air courier service or the moment of transmission by facsimile or email (with confirmation back of delivery).

8. **MISCELLANEOUS**

6.1. Neither party will incur any liability to the other on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond its control and without negligence of the parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the ability to meet financial obligations is expressly excluded.

6.2. Any waiver or amendment of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing and executed by both parties hereto to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed to be deemed a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

6.3. Each party is authorized and has all requisite power and authority, under its charter and by-laws or other articles or agreements of organization and the Laws of the jurisdiction where it is incorporated or otherwise organized, to enter into this Agreement, and this Agreement has been duly and validly executed by it and constitutes a valid and binding obligation of it, subject to any applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally or to general principles of equity.

6.4. Licensor warrants and represents that it has full ownership rights to the Trademarks, and there is no obstruction to it being used by Licensee under and in accordance with the terms of this Agreement, free from any claims by third parties.

6.5. Severability. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

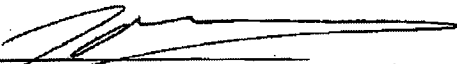
6.6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

6.7. Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement.


6.8. Applicable Law. This Agreement will be interpreted and construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and the parties hereby consent to exclusive jurisdiction and venue in the courts of San Diego County, California, for the judicial resolution of any dispute arising between them in connection with the subject matter of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties by signing below:

CAN'T STOP PRODUCTIONS, INC.

By: 
Name: JONATHAN BELL

KAREN WILLIS D/B/A
HARLEM WEST ENTERTAINMENT

By: 
Name:

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement is entered into as of May 19, 2017 (the "*Effective Date*") by and between Can't Stop Productions, Inc., a New York Corp. ("*Licensor*") and Karen Willis d/b/a Harlem West Entertainment ("*Licensee*").

Introduction

Whereas, Licensor is the owner of all trademark rights in "Village People" and the characters (the "*Trademarks*");

Whereas, Licensor has previously granted a non-exclusive oral, terminable-at-will, license to use the Trademarks to Sixuvus, Ltd. and the individual performers related thereto in connection with live performances (the "*Sixuvus License*");

Whereas, Licensor has not licensed any other person or entity to use the Trademarks for purposes of live performances; and,

Whereas, the parties hereto wish to describe the terms and conditions pursuant to which Licensor shall license to Licensee the Trademarks in connection with live performances, and television appearances and in all other media for the purpose of promoting live performances.

1. On June 1, 2017, Licensor will terminate the Sixuvus License, effective immediately. Licensor will not authorize Sixuvus to do any further performances unless and until it obtains general releases running from Sixuvus to Licensor and Licensee. Licensor will have six (6) months (through December 1, 2017) to negotiate with Sixuvus a resolution of any claims related to the termination. Licensor will use its best efforts to obtain general releases running from Sixuvus to Licensor and Licensee. Under no circumstances will Sixuvus have the right to use the Trademarks beyond December 1, 2017.

2. INTENTIONALLY OMITTED.

3. GRANT OF TRADEMARK LICENSE

2.1. Licensor grants to Licensee the exclusive world-wide right to use the Trademarks as provided hereunder for the purpose of live performances, and television appearances and in all other media for the purpose of promoting live performances, including, but not limited to merchandising, websites and social media. Such use includes, but is not limited to, the right to state "Village People, featuring Victor Willis" or similar uses.

2.2. Licensor shall retain the right of approval over the use of the Trademarks in connection with live performances, including, but not limited to, staging and dress of the characters, choice of songs, promotional and marketing material and content and design of the Websites (as defined below), all such approvals not to be unreasonably withheld.

2.3. VillagePeople.com and OfficialVillagePeople.com under Licensors' contract related to Village People (the "Websites"). Licensors hereby grants to Licensee all necessary administrative rights to properly maintain and operate the Websites, subject to Licensors' approval, which approval shall not be unreasonably withheld. Licensors will take all steps necessary to effect the grant of administrative rights and control of the Websites to Licensee for the duration of the term of this Agreement.

2.4. Licensee acknowledges and agrees that: (a) as between Licensee and Licensors, Licensors is the sole owner of the Licensed Marks; (b) except for the rights granted to Licensee pursuant to this Agreement, Licensee shall not acquire any rights in the Licensed Marks or any other right adverse to Licensors' interest in the Licensed Marks by virtue of this Agreement or by virtue of Licensee's use of the Licensed Marks; (c) nothing in this Agreement shall be deemed, intended or implied to constitute a sale or assignment of the Licensed Marks to Licensee; (d) Licensee's use of the Licensed Marks under this Agreement and any goodwill derived from such use shall inure to the benefit of Licensors; (e) this Agreement does not confer on Licensee any goodwill or ownership interest in the Licensed Marks; (f) if Licensee acquires any rights in the Licensed Marks, by operation of law or otherwise, such rights shall be deemed and are hereby irrevocably assigned to Licensors without further action by any of the parties, and Licensee shall take all such actions as are reasonably requested by Licensors to effect such assignment; (g) Licensee shall not dispute, challenge or assist any Person in disputing or challenging Licensors' rights in and to the Licensed Marks or the validity of the Licensed Marks; and (h) Licensee shall not grant or attempt to grant a security interest in, or otherwise encumber, the Licensed Marks or record any such security interest or encumbrance against any application or registration regarding the mark in the United States Patent and Trademark Office or elsewhere.

2.5. Social Media. Social media accounts will be administered and managed by a digital PR and marketing firm selected and paid for by Licensors and approved by Licensee, with such approval not to be unreasonably withheld.

4. LICENSE FEE

3.1. In consideration of the license, Licensee shall pay Licensors five percent (5%) of gross revenues actually received by Licensee for live performances (less booking agency commission) and ten percent (10%) of merchandising revenues actually received by Licensee (net of all actual direct costs incurred by Licensee) under the Trademarks during the term.

4.2 Licensee shall account to Licensors for all royalties due under paragraph 4.1 above on a semi-annual basis within forty-five days after June 30 and December 31 of each year during the term of this Agreement.

5. TERM

4.1. This Agreement commences on the Effective Date and will remain in force for 10 years.

4.2. Upon expiration, all licenses granted hereunder shall cease to be effective and Licensee shall immediately cease all use of the Trademarks, and administrative rights and control of the Websites will revert to Licensor.

6. **ASSIGNMENT.** Licensor shall have the right to assign its rights or obligations under this Agreement, or any part hereof, subject to Licensee's rights hereunder. Licensee shall not assign its rights or obligations under this Agreement without the prior written consent of Licensor, which consent shall not be unreasonably withheld. Any purported assignment in violation of this provision shall be null and void *ab initio*.

7. **NOTICE**

5.1. Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by registered mail, return receipt requested, (c) sent by overnight air courier for priority next-day delivery, or (d) by email, in each case forwarded to the appropriate address set forth below.

Licensor:

Can't Stop Productions, Inc.
880 Broadway
New York, New York 10003
Attention: Marguerite Decarlo
E-Mail: m.decarlo@cantstop-productions.com

Licensee:

Karen Willis
220 West G Street, Suite E
San Diego, California 92101
E-mail: karen@harlemwestentertainment.com

Either party may change its address for notice by written notice to the other party. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after posting, one day after delivery to an overnight air courier service or the moment of transmission by facsimile or email (with confirmation back of delivery).

8. **MISCELLANEOUS**

6.1. Neither party will incur any liability to the other on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond its control and without negligence of the parties. Such events, occurrences or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the ability to meet financial obligations is expressly excluded.

6.2. Any waiver or amendment of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing and executed by both parties hereto to be effective. Failure, neglect or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time will not be construed to be deemed a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

6.3. Each party is authorized and has all requisite power and authority, under its charter and by-laws or other articles or agreements of organization and the Laws of the jurisdiction where it is incorporated or otherwise organized, to enter into this Agreement, and this Agreement has been duly and validly executed by it and constitutes a valid and binding obligation of it, subject to any applicable bankruptcy, insolvency, reorganization, moratorium or similar Laws now or hereafter in effect relating to creditors' rights generally or to general principles of equity.

6.4. Licensor warrants and represents that it has full ownership rights to the Trademarks, and there is no obstruction to it being used by Licensee under and in accordance with the terms of this Agreement, free from any claims by third parties.

6.5. Severability. If any term, condition or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

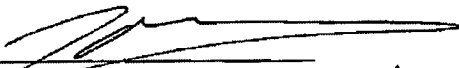
6.6. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

6.7. Counterparts. This Agreement may be executed in counterparts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same Agreement.

6.8. Applicable Law. This Agreement will be interpreted and construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and the parties hereby consent to exclusive jurisdiction and venue in the courts of San Diego County, California, for the judicial resolution of any dispute arising between them in connection with the subject matter of this Agreement.

IN WITNESS WHEREOF, the authorized representatives of the parties hereby bind the parties by signing below:

CAN'T STOP PRODUCTIONS, INC.

By: 
Name: JONATHAN G. G. G.

KAREN WILLIS D/B/A
HARLEM WEST ENTERTAINMENT

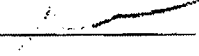
By: 
Name: KAREN WILLIS

Exhibit 2



Feline Rose

August 9 at 4:35am
Win.com

NO not likely to happen since, me and my boys are NOT part of that tour...Good Luck selling that in my second home land #Australiia...& on a front porch!

#NPlease

#REALFELIPEROSE

#RealVillagePeople.

#VILLAGESTRONG



KC and The Sunshine Band, Official Village People and Sister Sledge combine for a huge A DAY ON THE GREEN tour this December. | accessallaustralia

Get set to put on your boogie shoes and party when disco legends KC and the Sunshine Band, Village People and Sister Sledge combine for a huge a day on the green...
ACCESSALLAUSTRALIACTBLAT

Karen Wilks

Like Show more reactions

Comments Share

6161

2 shares

Comments



Feline Rose Yeah right!!!!

Like

Reply

1

August 9 at 2:39pm

Manage



Keith Battaglia This puts. Creating a rift - where one does not exist. Victor should be in politics.

Like

Reply August 8 at 8:10pm

Manage



✓ **Mark Jahara Ellison** That's outrageous!! I've been hearing the ads and wondered why you hadn't mentioned it.

Like

Reply

August 8 at 8:10pm

Manage



✓ **Jerry Joseph Arko** Nothing can compare to the ORIGINAL! Never played any of the songs after you guys disbanded. They went down with the label was sold. CASABLANCA was never the same again.

Like

Reply

2

August 8 at 8:10pm

Manage



✓ **Mark Jahara Ellison** It has a link to the Official Village People page, with your photo!

Like

Reply August 8 at 8:10pm · Edited

Manage



✓ **Mark Jahara Ellison** I've written to them asking how this can be.

Like

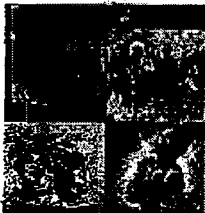
Reply August 8 at 8:10pm

Manage



✓ **Mark Jahara Ellison**

Like · August 8 at 8:10pm · Edited



✓ **Mark Jahara Ellison** I've written to them asking how this can be.

Like · August 8 at 8:10pm · Edited

Manage

Like

Reply August 8 at 8:10pm

Manage



Felipe Rose They are using false advertising that it's us with KC and Sister Sledge when in fact it's Fat Ass with a bunch of new guys and using our image.

[Like](#)

[Reply](#)

4

August 8 at 8:44pm

[Manage](#)



Mark Jahara Ellison No way!!!!

[Like](#)

[Reply](#) · August 8 at 8:46pm

[Manage](#)



Felipe Rose And replacing us. Australia is like our second home

[Like](#)

[Reply](#) · August 8 at 8:47pm

[Manage](#)



Mark Jahara Ellison I'm Australian and horrified. I've contacted the place and told them how I feel. Let's see if they respond!

[Like](#)

[Reply](#)

1

August 8 at 8:57pm

[Manage](#)



Ronald MacDonald Felipe when click on Henley on Thames gig it takes you to Victor what's his names page.

[Like](#)

[Reply](#) · August 9 at 2:54pm

[Manage](#)



Mark Nelson Lawsuit Felipe Rose

[Like](#)

[Reply](#) · August 9 at 10:42am

[Manage](#)



[Write a reply](#)



Mike Doran Rather disturbing!

Like
· Reply · August 3 at 8:53am
Manage
[Profile Picture]

Tim Riley This is so not ok!!!

Like
· Reply · August 3 at 8:53am
Manage
[Profile Picture]

Nate Maynard #NotMyVillagePeople

Like
· Reply · August 3 at 8:53am
Manage
[Profile Picture]

Skip VanDielinde Interesting. KC is playing fort Lauderdale that weekend on the beach (he lives in Miami)

Like
· Reply · August 3 at 9:03am
Manage
[Profile Picture]

Pamela Smith Not good, you have legal recourse I hope!

Like
· Reply · August 3 at 9:20pm
Manage
[Profile Picture]

David Hoffman And here it comes

Like
· Reply · August 3 at 9:22pm
Manage
[Profile Picture]

Jan Michael Reibach Felipe Rose brother, how can they get away with that?

Like
· Reply · August 3 at 9:29pm
Manage
[Profile Picture]

✓ Nancy Smith I just posted on their site too

Like
· Reply · August 3 at 9:30pm
Manage
[Profile Picture]

✓ Mark Jahara Ellison Where did you post? I can't find your posts.

Like
· Reply · August 3 at 10:16am
Manage
[Profile Picture]

✓ Nancy Smith The link attached to the event poster

[Like](#)

[Reply](#) · August 8 at 10:22pm

[Manage](#)



✓ **Carmela Confesor** link attached im there Nancy is there too.and mor.

[Like](#)

[Reply](#) · August 8 at 11:48pm

[Manage](#)



Write a reply...



✓ **Pamela Smith** I just posted on site too! Don't you guys have trademark on name?

[Like](#)

[Reply](#) · August 8 at 11:50pm · Edited

[Manage](#)



Nancy Jo Chavez The Village People will never be replaced!! This is Felipe's Nana, and Felipe. Rose is the one and only Native American of the Village People!!!!

[Like](#)

[Reply](#)

2

[August 8 at 12:18pm](#) · Edited

[Manage](#)



Nancy Jo Chavez **Carmela Confesor** I don't know how to let Australia know but, I will be watching.

[Like](#)

[Reply](#) · August 8 at 9:20pm

[Manage](#)



Holly Smith **Carmela Confesor** I share in your love for this sweet man, dear Felipe did the same for me in Long Beach a few years ago. He took time out to meet me, he happily signed my Macho Man record, took photos AND gave me some stirfry and a rootbeer. I saw the ...[See More](#)

[Like](#)

[Reply](#)

2

[August 8 at 9:42pm](#)

[Manage](#)



Carmela Confesor Oh we are already leaving comments on the page where the poster was its out of australia. I click on it and the poster lead to the site its an australian site. I have connections with a Radio station in Australia. I know the DJ and a bunch of entertain...[See More](#)

[Like](#)

[Reply](#)

2

August 8 at 9:52pm

[Manage](#)



Carmela Confesor Holly Smith yes Holly I can relate to you. Im not a youngester any more 79 years old. and I was back to being a young teenager at the Tucson concert. I have the poictures still on my Timeline that we took love the men what a great bunch.

[Like](#)

[Reply](#) August 8 at 9:54pm

[Manage](#)



Write a reply...



Kevin Tenn Nichols like I said today , Merle of Haggard wont get past the front porch with this hairbrained Bitter Betty Scheme, sit tight, grab the popcorn and get a front row seat kiddies, its gonna get good and good up in here ..

[Like](#)

[Reply](#) August 8 at 9:58pm

[Manage](#)



Holly Smith We know and love the REAL Felipe and he is beyond compare! Imposters are totally uncool! Felipe I seriously laughed out loud thinking their band name really should be, as you say.... "Fat Ass & The New Guys". 🤔🤔

[Like](#)

[Reply](#)

2

August 8 at 9:41pm

[Manage](#)



Carmela Confesor and if anybody put on that full headdress that bonnet of feathers and he is. not Native there is going to be hell to pay. Non Native cannot wear that bonnet only Natives can. so be on guard Fake VP. your number is up before you get out of this country.

[Like](#)

[Reply](#)

2

August 8 at 9:41pm

[Manage](#)



Jason Ross AS IF!!! Ken Crozier

Like

Reply · August 8 at 9:58pm

Manage



Chris Poole But you are doing Gibraltar right?

Like

Reply · August 8 at 9:58pm

Manage



Christian Nativ Dude wtf?

Like

Reply · August 8 at 10:48pm

Manage



Deb Wright https://au.tv.yahoo.com/.../victor-willis-rejoins-the...

Bit of false advertising don't ya think. It's gonna be a shambles 🤔🤔🤔



Victor Willis rejoins the Village People - watch now

And they're coming on tour Down Under!
AU.TV.YAHOO.COM

Like

Reply

· August 8 at 11:24pm

Manage



David Pemberton Victor Willis is a lying sack of Dingo S**t!

Like

Reply · August 8 at 9:23am

Manage



Mark Donohoe

Mark Nelson #boycott sound the alarms #onlyoneindian

[Like](#)

[Reply](#)

1

· August 9 at 2:40am

[Manage](#)



Jeanette Dorothy Smith So this is fake VP in Oz not u guys????

[Like](#)

[Reply](#) · August 9 at 3:53pm

[Manage](#)



Renee Young Nope not the Village People you know and love for decades.

[Like](#)

[Reply](#) · August 9 at 11:14am

[Manage](#)



Write a reply...



Renee Young Ok I sent in my comment that they were false advertising by using that photo.

[Like](#)

[Reply](#) · August 9 at 4:01pm

[Manage](#)



Rael Sandoval

[Like](#)

[Reply](#) · August 9 at 5:12am

[Manage](#)



Rael Sandoval Wow, that jerk is trying it ain't he? I get he co-wrote songs and looked for compensation, I get that business wise...but the rest!?!?!?!? Wtf? So he sang lead on the first 4 albums or so, but then has Ray Simpson on the latter ones, what makes Victor think he owns VP!?!?!?!? And who the hell wants to look at him on stage, he's so FAR from all that! Lol

[Like](#)

[Reply](#)

2

· August 9 at 5:16am · Edited

[Manage](#)



Lisa Purcell Ok im in aussie will post...wat wankers these people are, wat happens when people turn up and its not THE VILLAGE PEOPLE 🤔🤔

 Like

· Reply ·

1

· August 9 at 5:38am

Manage



Nancy Jo Chavez Hopefully they can get their money back!

Like

· Reply ·

1

· August 9 at 6:16am

Manage



Write a reply...



Michael Lynch The site seems to be off line now. Maybe fixing the goof. Good catch. Wow

Like

· Reply · August 9 at 5:44am

Manage



Pamela Smith Oh is he the guy who was arrested and in prison?

Like

· Reply ·

2

· August 9 at 5:57am

Manage



Renee Young Yep

Like

· Reply ·

1

· August 9 at 11:13am

Manage



Write a reply...



David Pemberton Ohhhhhhh there's gonna be a REAL band and everything.....la-de-frickin'-dah!!!!

Victor Willis is a has - been crackhead

Like

· Reply ·

2

· August 9 at 1:30pm Edited

Manage



Jason Dermer I am fairly tight with the audio/ lighting company and techs that have been working with KC for many years, and they know nothing about this gig.

Like

· Reply ·

2

· August 9 at 11:36am

Manage



Renee Young If you are an Aussie make sure you address the morning show. I just sent them a message that he is not joining the group. I told them he is singing with all NEW people and not the guys their country men kniw and love:

Like

· Reply · August 9 at 11:27am

Manage



David Chiacchio Felipe You're the One and Only Original Village People!!!!!!

LikeShow more reactions

· Reply · August 9 at 2:32pm

Manage



Renee Young Alex is also an original VP

Like

· Reply · August 9 at 2:41pm

Manage



David Chiacchio OHHH OK!! BUT They should all work together I PRAY!!!!

Like

· Reply ·

1

· August 9 at 2:42pm

Manage



Renee Young True but Victor is not that type of person

Like

· Reply · August 9 at 2:44pm

Manage



Write a reply...



Fabian Santiago

Like Show more reactions
· Reply · August 9 at 5:47pm

Manage



Joseph M. Conover We love you

Like Show more reactions
· Reply · August 9 at 5:25pm

Manage



Write a comment...



Exhibit 3




 **Official Village People**
Like This Page · August 10 ·


WE LOVE OUR AUSTRALIAN FANS so we want all of you to know that we are not the ones performing at the shows currently being advertised for Australia in December 2017. There will be NO Alex, NO Bill, NO Eric, NO Felipe, NO Jim, NO Ray on this tour. #villagestrong; #loyalaustrianfansofvillagepeople; #noalexbillericfelipejimrayinAustraliathisDecember

Like Comment Share


135 Chronological


50 Shares 60 Comments


 **Kelly Watson** No way!!!
Like · Reply · 1 · August 10 at 6:21pm


 **Leeanne Hunter** What the hell???

 **Deb Wright**
Like · Reply · 2 · August 10 at 6:27pm

 **Dave Crawford** Did Victor Willis get rights to the name in the lawsuit?
Like · Reply · August 10 at 6:29pm

 **Official Village People** No
Like · Reply · 2 · August 10 at 10:05pm

 **Philip Brennan** So what is happening here???

 Write a comment...



TICKETMASTER.COM.AU

Like · Reply · August 10 at 6:40pm

[View previous replies](#)

Official Village People We didn't know anything about this, we just found out recently. It's very sad that the promoter would do something like this. Once we found out, we immediately posted that it's not us.

Like · Reply · 3 · August 15 at

10:03pm · Edited

[View more replies](#)

Teresa Crain Say WHAT???? 🙄

Like · Reply · August 10 at 6:40pm

Jude Starr OK, so there are two separate groups now using the VP name? Victor is performing some trickery methinks...

Like · Reply · 1 · August 10 at 6:57pm

[3 Replies](#)

Therese McLennan WTF ... how does that work ?

Like · Reply · August 10 at 6:58pm

Sandra Silva So... Come on Brazil! What about it?

Like · Reply · 1 · August 10 at 7:14pm

Hammack Franny surely Victor isn't going to sing and dance...I can't imagine any fan of the Village People wanting to see him and whoever he has hired after what he's done to you guys. All those years while he was messed up with drugs you guys kept up the VP music and kept it alive.

Like · Reply · 8 · August 10 at 7:23pm

Official Village People Thanks So much for your support, it means the world to us!

Like · Reply · 4 · August 10 at 10:15pm

[View more replies](#)

[Write a comment...](#)



Like · Reply · 1 · August 10 at 11:33pm

Nancy Jo Chavez I hope people will be able to get refunds for their tickets. False advertising used to be against the law🙄

Like · Reply · 2 · August 10 at 11:35pm

1 Reply

Lloyd Vinnik Over the years, there have been once-great groups who, through the same kind of blind, selfish greed Victor is displaying here, have become 'competing' versions using the same name (The Coasters, The Platters, and The Temptations come to mind). None o... See More

Like · Reply · 2 · August 11 at 1:24am

Lorraine Milligan I am shocked, I booked tickets straight away paid over \$400, saw you at The Star on the Gold Coast in May, was so excited to be going to see you again, not happy.🙄

Like · Reply · 1 · August 11 at 2:48am

[View previous replies](#)

Official Village People This is why we posted that we are not going to be there and we made ticketmaster remove our photo.

Like · Reply · August 15 at 10:05pm

[View more replies](#)

Stefan Busch what a mess🙄

Like · Reply · August 11 at 2:59am

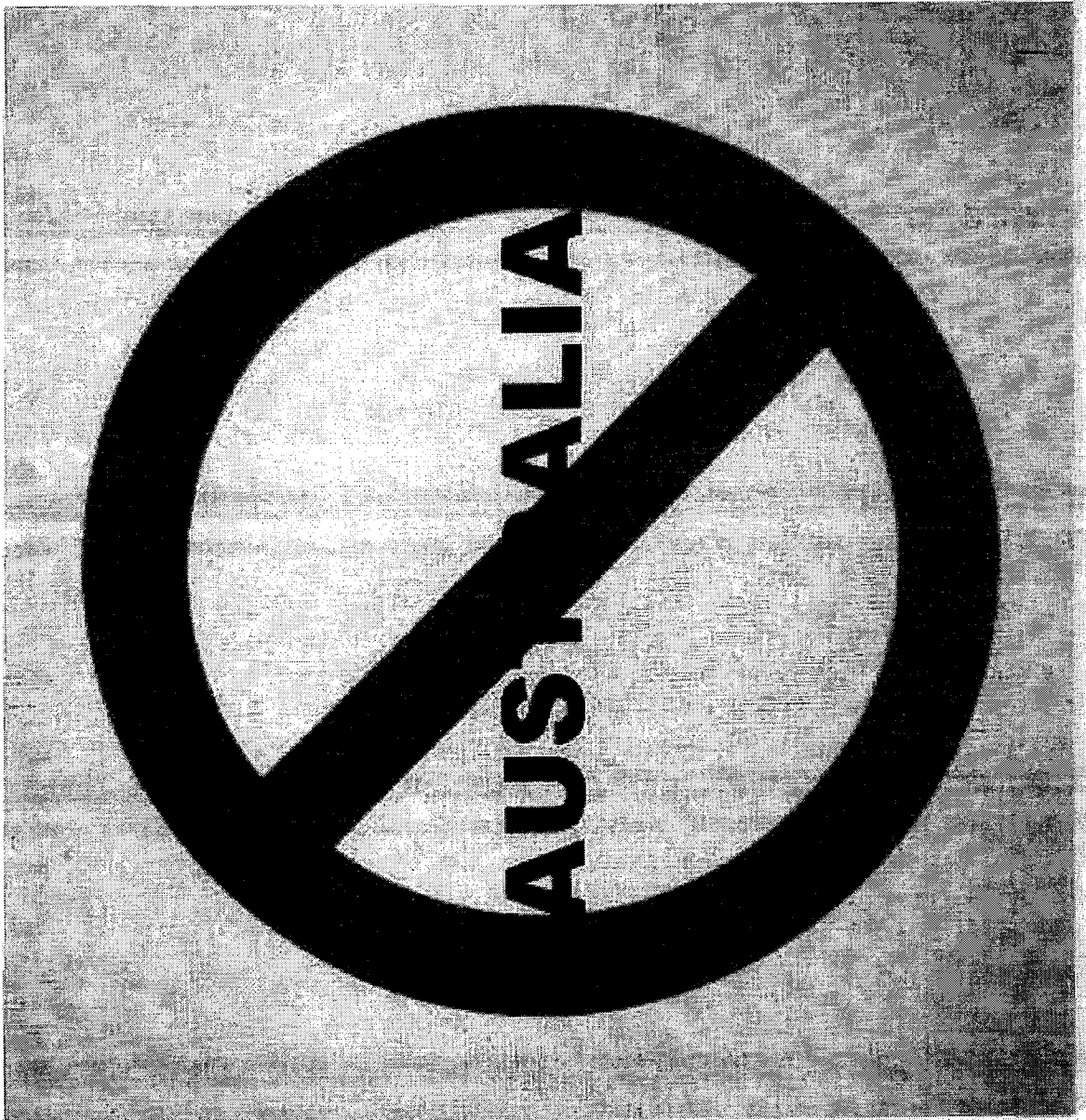
Sarah McGregor tix for telling us guys...appreciated 🙄 I want the real deal again... you guys rock xoxox

Like · Reply · 1 · August 11 at 3:49am · Edited

Kerryn Fitzgerald Clare McBeath... it's not the real village people coming to day in the green at rochford.... 🙄 bastard organisers

Like · Reply · 2 · August 11 at 3:50am

[Write a comment...](#)



1 Reply



Rick Zarlis What the hell??

Like · Reply · 1 · August 11 at 6:08am



Polly Sargeant Gold 104.3

Like · Reply · 1 · August 11 at 8:01am

2 Replies



Julia Dalton So glad I didn't rush out to buy tickets. The Melbourne concert is on my husband's birthday and I thought it would have been great to go! Thank you for giving us the heads up!

Like · Reply · 3 · August 11 at 4:43pm



Michelle Faithfull Peree Watson

Like · Reply · August 11 at 4:45pm



Christine Perrelli So he adds reboot and goes on tour? What an idiot!! You guys have build this empire and he scoots in and claims your territory. Scumbag.

Like · Reply · 3 · August 11 at 5:12pm



Deidre Gill Vicki Cini

Like · Reply · August 11 at 5:22pm

[View previous replies](#)



Official Village People Vicki Cini KC is definitely real!! Sister Sledge too!! They were shocked to find out about this as well.

Like · Reply · 4 · August 15 at 10:07pm

[View more replies](#)



Hazel Elliott So glad you posted this. So many would be mislead buying tickets- I hope the ACCC gets involved.

Like · Reply · 1 · August 11 at 5:22pm


1 Reply





Hazel Elliott Also my bet is promoters lined this up


[Write a comment...](#)



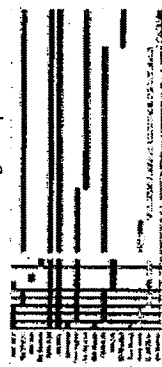
 Hazel Elliott Also my bet is promoters lined this up with other great bands because he wouldn't get the ticket sales on his own tour. Hiding under the cover of people buying tickets to see other bands so they can allege it was a successful return blah blah
Like · Reply · 2 · August 11 at 5:47pm


 Kerry Deayton People start hairrassing Frontier about this- they should offer refunds! Bombard their FB page.... (not that they are responding).
Like · Reply · 3 · August 16 at 6:33am · Edited

 Rickey Ybarra Ragetti Victor is just being vindictive and hateful...Hurt by all the years he felt left out and is now lashing back...He has no respect for the guys that carried the torch and kept the VP in the hearts and minds of the general public...In the beginning the VP... See More
Like · Reply · 2 · August 12 at 1:05pm

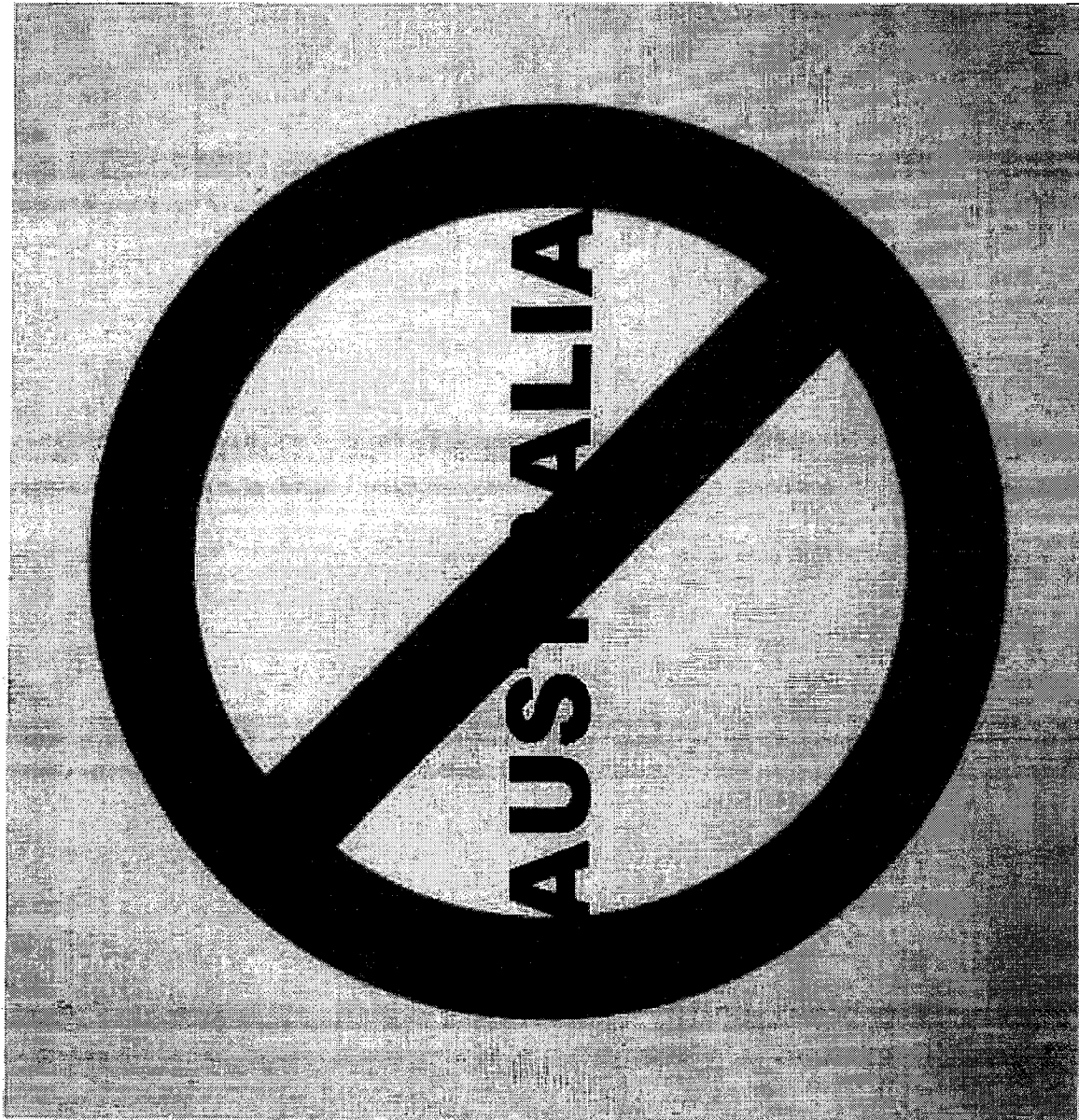
 Larry Powers Same thing was happening, when Mark Twain was still alive. Some guy was down there, in Australia, giving well-attended lectures, being feted (and paid), making dupes of the people who shelled out the money.
You all need to make a new "hit" song.
Some... See More
Like · Reply · 1 · August 12 at 5:10pm

 Mick Hate THE TIME LINE SPEAKS FOR ITSELF!!! #NoFakeVillagePeople #NoVictorWillis



Like · Reply · 5 · August 12 at 7:03pm
 Official Village People This is Great!
Like · Reply · 2 · August 15 at 10:09pm

Write a comment...



I paid good money to see my favourite band not a bunch of imposters

Like · Reply · 2 · August 13 at 12:57am

Jay Stefanson Hey guys I am at a loss with this I will support you guys to the moon and back !!!

Like · Reply · 3 · August 13 at 12:59am

Official Village People We appreciate you @Jay Stefanson

Like · Reply · 1 · August 15 at 10:10pm

Trish England How can they get away with it,

Like · Reply · 3 · August 13 at 3:16am · Edited

Trish England I have just put a post on "A day on the greens" face book page telling them that they have the Village people advertised as Performing at their venue and I also put a link to this post asking them that as a member of "A day on the green" that they are advertising the Village people but its NOT the REAL Official Village People. I will await their reply.

You have my support 100%

Like · Reply · 3 · August 13 at 4:08am

Official Village People Thanks @Trish England we appreciate all your support!!

Like · Reply · 2 · August 15 at 10:11pm

Trish England Gold104.3 look at this WOW....

Like · Reply · August 13 at 4:32am

PJ Sandlant I'm confused . Is this real ?

I brought my tickets last month

Like · Reply · August 14 at 9:05pm

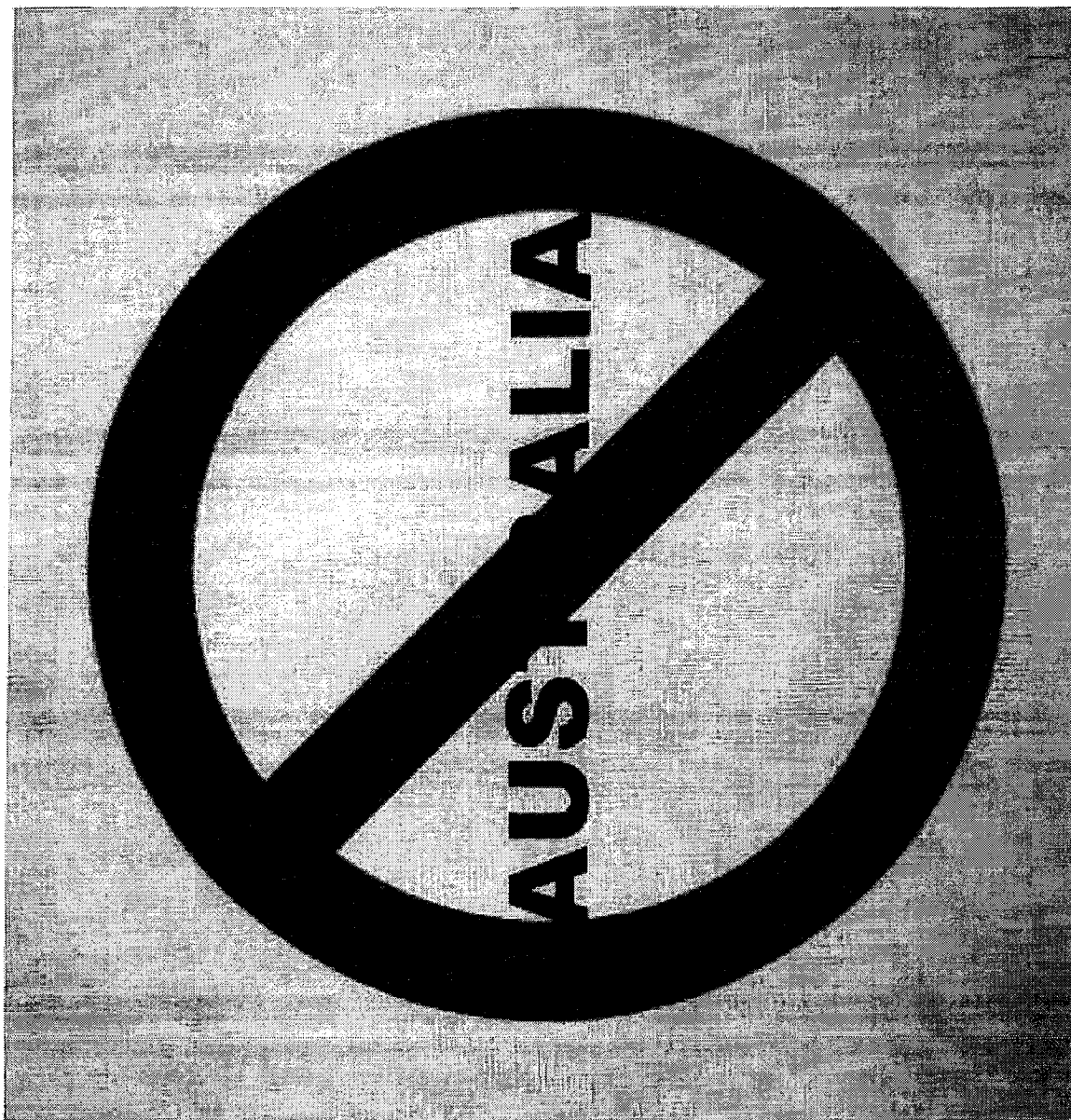
3 Replies

Kevin Elms

Like · Reply · August 15 at 8:00pm

Official Village People Yes, this is why we needed to our fans that we are not a part of this

Write a comment...



Like · Reply ·

6 · August 15 at 10:16pm

2 Replies

Jennell Fredrick | VP! This was in Branson October 2014!! It was awesome!!!!

Like · Reply · 1 · August 15 at 10:21pm

Jennell Fredrick



Like · Reply · 2 · August 15 at 10:24pm

PJ Sandiant LIED TO AND RIPPED OFF IVE SADLY JUST DELETED ALL MY VILAGE PEOPLE RECORDS ... See More

Like · Reply · 1 · August 15 at 10:49pm

Official Village People @PJ Sandiant we are not going anywhere!!! Don't give up on us, we will prevail!!!

Like · Reply · 3 · August 16 at 10:11am

View more replies

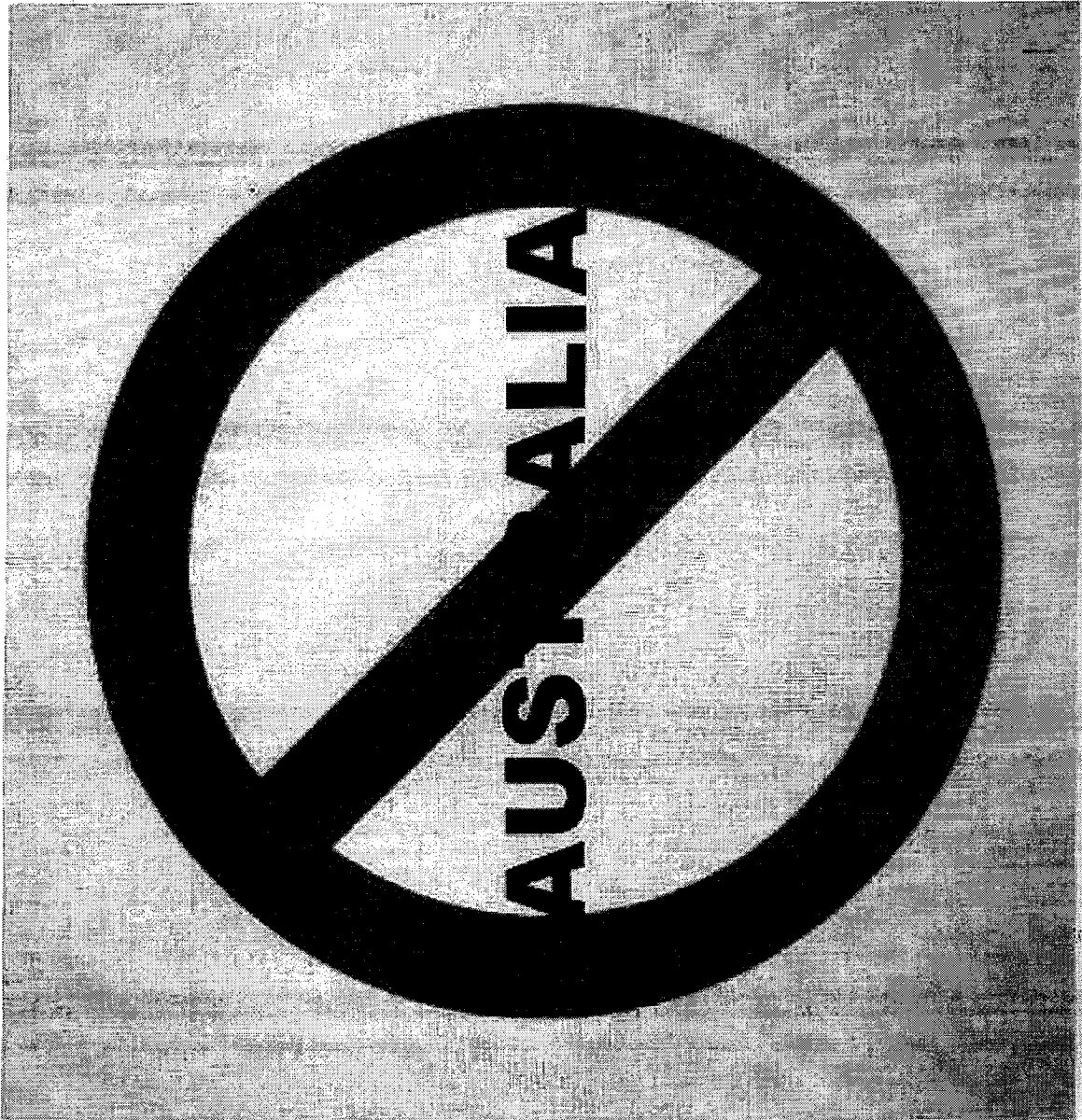
Carol Britts Victor... all I have to say is... good luck finding anyone with an arse like Felipe's!

Like · Reply · 4 · August 16 at 1:04am

1 Reply

Kerryn Daayton Argh.... you guys are the VP. So angry we've been scammed to buy tickets to a group not even formed yet. Can't wait to see you gusy again. Loved seeing you at the Palais recently.

Write a comment...



definitely won't be getting any now. I want to see THE Village People, not some imposters!

Like · Reply · 3 · August 16 at 7:58pm

Rhea Kelly Oh no I got my ticket today....

Like · Reply · 1 · August 17 at 3:57am

Anne Elliott Victor you dont play nice! Give us the village people we saw in australia in may. He has ruined the 40th anniversary 🙄

Like · Reply · 2 · August 17 at 4:43am

Tracey Scholl Lee

Like · Reply · August 17 at 9:02am

Steven Fallon As much as I love Ray, I've never seen Victor live, and he was the voice and co-writer on all the classic songs/albums. First of many times I've seen VP was with the classic

Alex/Glen/David/Felipe/Randy lineup in the 80's, with Ray. Speaking selfishly,... See More

Like · Reply · 2 · August 20 at 5:45pm · Edited

Official Village People David retired.

Like · Reply · 3 · September 3 at 1:27pm

1 Reply

Ngakeetari-Alice Simcha-Joshnon Im soooo upset 🙄 I Missed you guys in May as I was too

sick was thrilled you were coming back so quick but to find out it wont be my beloved VP I'm heart broken I'm still going to see sister sledge in ode to my Nan and Kc and sunshine band but Im

n... See More

Like · Reply · 1 · November 10 at 7:01am

Official Village People Thank you so much! We are happy to see you here!! Enjoy the show nonetheless and hopefully we will see you soon!!!

Like · Reply · 1 · November 20 at 9:26pm

View more replies

Learn More Learning Didiou this number

Write a comment...

Exhibit 4



Official Village People
Like This Page · 6 hrs ·

To our dear and loyal fans, let us reiterate that Alex, Felipe, Ray, Eric, Bill and Jim are not the group performing as Village People in Australia. We still look and sound great. Please don't judge us by what you are now seeing and reading. We are sorry if anyone has been deceived. #villagepeople, #villagestrong

Like Comment Share

67

Chronological

1 Share

17 Comments

Joan Green-Moran Hope you guys have a new schedule coming out soon!

Like · Reply · 2 · 5 hrs

Official Village People For sure!!

Like · Reply · 3 · 5 hrs

Umid Hafizi Boool

Like · Reply · 5 hrs

Kevin Elms Plz come back again soon

Like · Reply · 5 hrs


Russelle Patterson Right on....we only follow The Official Legendary Village People. ..Ray


..Alex..Felipe...Eric ..Jim and Bill. Trust us...we've got you covered. XO


Like · Reply · 3 · 5 hrs


Write a comment...






 Scott Scheinhaus There's a show here in south Florida on New Year's Eve. I was confused but it appears to be Victor Willis.
 Like · Reply · 2 · 5 hrs



Official Village People We will not be performing in Florida on NYE.
 Like · Reply · 4 hrs
[View more replies](#)



 John F. Ropper You guys are the best
 Like · Reply · 1 · 4 hrs



 Louisa Argenio Village Idiots performing in Australia not the true Village People ie. Felipe and crew
 Like · Reply · 2 · 4 hrs


 Jenny Deayton We got sucked in to going next week. Very disappointed and feel cheated. Tried to get refund but not able to. Will go, but it def. wont be the same. Saw the "real" village people when they were here last time and love you guys. Please come back to Australia soon. Feeling really cheated and deceived.
 Like · Reply · 2 · 2 hrs · Edited
 2 Replies · 40 mins


 Nadia Morgante Azna! I certainly was not aware when I booked tix for the Melbourne show next week.
 Like · Reply · 1 · 2 hrs
 4 Replies · 3 mins


 Daniel Luongo Keep your heads up everyone knows whats going on
 Like · Reply · 1 hr


 Sharon Cheeseman Saw the "other" Village People last night in Perth ... train wreck ...
 Like · Reply · 3 · 1 hr
 1 Reply


 Write a comment...



2 Replies · 40 mins

Nadia Morgante Aznal I certainly was not aware when I booked fix for the Melbourne show next week.

Like · Reply · 1 · 2 hrs

4 Replies · 3 mins

Daniel Luongo Keep your heads up everyone knows whats going on

Like · Reply · 1 hr

Sharon Cheeseman Saw the "other" Village People last night in Perth ... train wreck ...

Like · Reply · 3 · 1 hr

1 Reply

Lul Dinardo Appalling effort last night boo

Like · Reply · 1 · 47 mins

1 Reply

Danny McCormick there is only one group!

Like · Reply · 1 · 43 mins

Richard Castro Excelent. En la gira han pensado venir a República Dominicana.

See Translation

Like · Reply · 10 mins

Helen Joyce Deb Cooper Gail Pound Dawn McGrail Rochelle Hambleton Karen Rudd Fiona Laing There you go we had imposters!!!

Like · Reply · 1 · 7 mins

1 Reply

Jd De'Laney I should bloody hope so as the group that I saw in Perth last night were truly, truly terrible

Like · Reply · 6 mins

Mara Nzima You need to take action against the "fakes" then because they were hideous. Give you a real bad name. So disappointing.

Write a comment...

Exhibit 5

Felipe Rose shared a link.

1 hrs



The Village People Start A Pissing Contest With "The Village People"

The Village People are warning Australian fans about "The Village People".
NOISE!! COME BY NOISE!!

LikeShow more reactions

Comment

Share

1212

Comments



Ian Ersefinah "Yesterday the shit hit the fan." - if I ever meet Victor Willis it'll be the first recorded case of the fan hitting the shit!

LikeShow more reactions

Reply

5

4 hrs

Manage



Kevin Crossman Any show WITHOUT Felipe Rose is definitely a show I will NOT be attending!..

LikeShow more reactions

Reply

1

3 hrs

Manage



Jason Danner https://www.youtube.com/watch?v=BgMD68_yBu0

Karen Willis



Bullshit

Bullshit Bullshit Bullshit Bullshit Bullshit Bullshit Bullshit Bullshit Bullshit Bullshit...
YOU TURN COM

Like Show more reactions

Reply · 1 hr

3 hrs

Manage



Rose A. Montana How cruel. Love you, Felipe! I'm with you.

Like Show more reactions

Reply · 1 hr

Manage



Gilbert Vasquez Time to kick some ass Cuz! Just tell me when & where. Love you Bro. Stay Strong. The Fans love you.

Like Show more reactions

Reply · 1 hr

Manage



Write a comment...

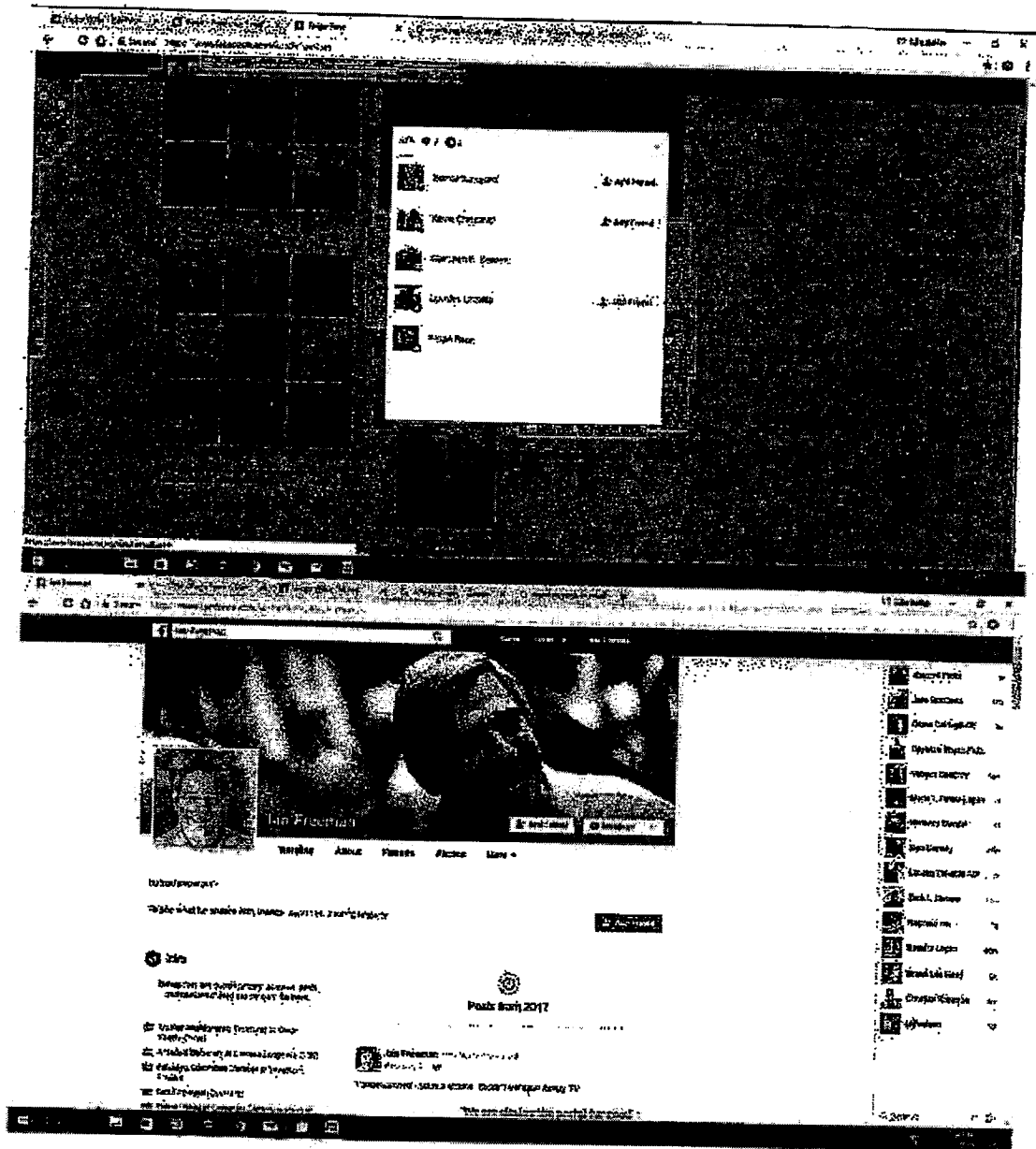


Exhibit 6



Official Village People

5 hrs · Virginia Beach, VA ·

We are The Legendary Village People. 2018 tour dates coming soon.#villagestrong



Karen Willis

LikeShow more reactions

CommentShare

Chronological

333333

27 Shares

Comments



Alison O'Neill Debbie Robinson Claire Hardman should we go ha ha ha

LikeShow more reactions

Reply 5 hrs



Claire Hardman Do they do more than one tune??

LikeShow more reactions

Reply 4 hrs



Alison O'Neill They r awesome they do loads go west in the navy and ... and ... im sure there are loads more but forgotten i play those three on repeat ha ha ha

LikeShow more reactions

· Reply · 3 hrs



Claire Hardman Oh yeah I forgot about those.....get your vinyl out x

LikeShow more reactions

· Reply · 3 hrs



Alison O'Neill I will ha ha bet u cant wait for invite ha ha

LikeShow more reactions

· Reply ·

1

· 3 hrs



Write a reply...



Suzy Cahill Chrissy Porter xx

LikeShow more reactions

· Reply ·

1

· 5 hrs

3 Replies · 5 hrs



Marjolaine Côté

LikeShow more reactions

· Reply · 5 hrs



Vic Sologaitoa Awaiting your return to Central Florida...

LikeShow more reactions

· Reply ·

1

· 5 hrs



Thorsten Se Keep on keeping on

LikeShow more reactions

· Reply · 5 hrs



Art Gregoire Come back to Palm Springs !!!!



Tania Sasaki

LikeShow more reactions

Reply · 4 hrs



Penny Riggs I am interested in buying tickets

LikeShow more reactions

Reply · 3 hrs

Lois Klein Would love that you would come to Foxwoods or Mohegan Sun in CT, if by chance that might be on your schedule, please send out the word !

LikeShow more reactions

Reply · 3 hrs



Carmen Ormiston-Besetsny Arizona PLEASE!!!!

LikeShow more reactions

Reply · 3 hrs



Michelle Emery Annie Kopp The REAL non fake Village People!

LikeShow more reactions

Reply · 3 hrs



Renee Michelle Pittsburgh PA!!!!

LikeShow more reactions

Reply · 3 hrs



Cliff Todd Victor getting the "official" title now too? Eeeeeeesh.

LikeShow more reactions

Reply · 3 hrs



Teresa Crain Yay! The Legendaries. That's more like it. #villagestrong 🍷💖💖💖💖

LikeShow more reactions

Reply · 2 hrs



Vonni Brit Watkins Hope you come back to Australia next year. I'm overseas when your here soon.



LikeShow more reactions

Reply · 2 hrs



Vonni Brit Watkins My tribute to Felipe xx



LikeShow more reactions

Reply · 2 hrs



Debbie Robinson Omg the world has gone mad!!!

LikeShow more reactions

Reply · 2 hrs



Frank Singleton

LikeShow more reactions

· Reply

2

· 2 hrs



Daniel Luongo YEAH THIS IS GREAT

LikeShow more reactions

· Reply · 1 hr



Debbie LaBarbera Are you coming to Las Vegas?

LikeShow more reactions

· Reply · 1 hr



Mari Reme Jimenez Garcia

LikeShow more reactions

· Reply · 48 mins



Mari Reme Jimenez Garcia SPAIN PLEASE !!!

LikeShow more reactions

· Reply · 47 mins

Carlene Truslow Love you all. Look forward to seeing you again

LikeShow more reactions

· Reply · 32 mins



Josh Powell-Fussell Excellent boys. Excellent 😊

LikeShow more reactions

· Reply

Exhibit 7



Tweets 1,004 Following 1,151 Followers 3,357 Likes 603

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Tweet

Village People

@villagepeople

The iconic disco group that has sold more than 100 million albums and singles worldwide, including Macho Man, YMCA and In the Navy.

New York City

Joined January 2010

Tweet to Village People

72 Photos and videos



Who to follow

Refresh · View all



KCandTheSunshineBand

Follow



Matthew T. Fritz @fritzmt

Follow



Sister Sledge @SisterSle...

Follow

Find people you know

Tweets



Village People @villagepeople · Dec 2

We are THE LEGENDARY VILLAGE PEOPLE. 2018 Tour dates coming soon!
#LegendaryVillagePeople #therealdeal



Village People, Eric Anzalone and Felipe Rose

5

4

30



Village People @villagepeople · Nov 24

You can't stop the music and you can't stop the amazing work @glad does for the LGBTQ community! It's #FollowFriday so go check them out! #FF

2

2

20



Village People @villagepeople · Oct 21

Sold out tonight! Seminole Casino, let's party! Macho @SemCasImmokalee #Immokalee

1

2

11



Village People @villagepeople · Oct 9

This just in:

Exhibit 8

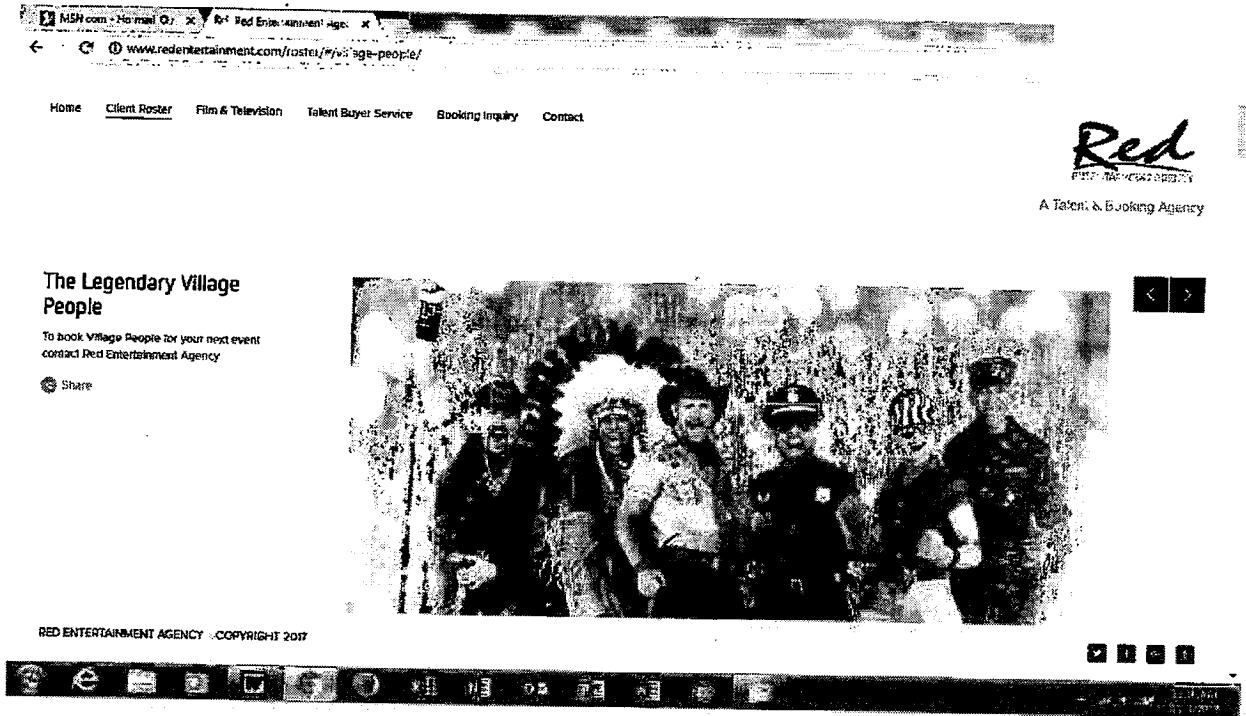


Exhibit 9

Seth Cohen

From: Brad Coombs <brad@meridianconcerts.com>
Sent: Thursday, December 7, 2017 9:30 AM
To: Seth Cohen
Subject: Fwd: Dionne Warwick / JT Taylor formerly of Kool & The Gang / The Legendary Village People

Just an FYI, if you are working in some exclusive way with V.P. Carlos is now pitching it too.

----- Forwarded message -----

From: Red Entertainment Agency <carloskeyes@redentertainment.com>
Date: Thu, Dec 7, 2017 at 9:10 AM
Subject: Dionne Warwick / JT Taylor formerly of Kool & The Gang / The Legendary Village People
To: brad@meridianconcerts.com

Dionne Warwick / JT Taylor / The Legendary Village People

Can't see images? [Click here](#)

Red Entertainment Agency - Bulletin

Now accepting dates for DIONNE WARWICK * JT TAYLOR * THE LEGENDARY VILLAGE PEOPLE

Dionne Warwick

One of the most successful Music Icons ever with 5 Grammy Awards, over 60 Billboard hits and sold over 100 million records worldwide.

Her hits include:

"Walk On By", "That's What Friends Are For", "Say A Little Prayer", "Don't Make Me Over", "Anyone Who Had A Heart", "Message To Michael", "Deja Vu", "Alfie", "Then Came You", "I'll Never Fall In Love Again", "Do You Know The Way To San Jose", "I'll Never Love This Way Again", "HeartBreaker", "Theme from Valley of The Dolls", "This Girl's In Love With You" and many many more...





JT Taylor-Kool & The Gang's former Lead Singer

From 1979 to 1988 JT Taylor was the lead singer and frontman for Kool & The Gang. His legendary and original voice has launched 18 Top Ten hits, Ten #1 hits, Seven Platinum Albums, One Double Platinum Album, Four Gold Singles and One Platinum Single "Celebration". Worldwide sales were 40 million plus. Making JT and Kool & The Gang one of the most successful groups of the decade.

Hits include:

"Celebration", "Ladies Night", "Too Hot", "Cherish", "Joanna", "Get Down On It", "Fresh", "Misled", "Let's Go Dancin' (Ooh, La, La, La)", "Victory", "Jungle Boogie", "Stone Love", "Emergency" and many more.

The Legendary Village People

One of the most Iconic groups of the 70s & 80s. Selling more than 100 million recordings worldwide.

Hits include: "YMCA", "Macho Man", "In The Navy", "San Francisco", "Go West", "In Hollywood", "Can't Stop The Music" and more.







For available dates contact Carlos Keyes

carloskeyes@redentertainment.com

visit our website www.RedEntertainment.com

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